

#### October 28, 2011

You are invited to review and respond to the First 5 California Request for Offer (RFO), entitled:

#### RFO #2011-4776

# Practice, Research & Outcomes 0- Five (PRO0F) Project IT Project Management Services

To be considered for this RFO, the Offeror must hold a current Information Technology California Multiple Award Schedule (IT-CMAS) with the Department of General Services (DGS). The IT-CMAS Agreement number must begin with the number 3 (i.e., 3-XX-XX-XXXX). In submitting your offer, you must comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of your offer. It is recognized that time is of the essence. All Offerors are advised of the following schedule and will be expected to adhere to the required dates and times. All dates may be adjusted by the state as conditions indicate. The services required are delineated in the Statement of Work (SOW), Section II, of this document.

Release Date of RFO:	October 28, 2011	
Questions Due Date:	November 3, 2011 by 12:00 p.m.	
Question Response Due Date:	November 7, 2011 (On-Line)	
Offers Due Date:	November 9, 2011 by 12:00 p.m. (Noon)	
Interviews:	November 15, 2011	
Term:	November 21, 2011 through September 30, 2012	
Cost:	Not to Exceed \$150,000.00 and Subject to IT-CMAS Limitations	
Procurement Contact:	Sofie Paredes, Contract Analyst First 5 California Phone: (916) 263-1019 / Fax: (916) 263-1360 E-mail: sparedes@ccfc.ca.gov  Mailing and Physical Address: 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833	

To download a copy of the RFO package, access the First 5 California website at <a href="http://www.ccfc.ca.gov./commission/funding.asp">http://www.ccfc.ca.gov./commission/funding.asp</a>. To obtain a print copy of the solicitation, contact the Procurement Official. <a href="Note">Note</a>: Potential offerors are responsible for checking the First 5 California website periodically for any addenda that may be issued.

#### SECTION I – OVERVIEW OF OFFER REQUIREMENTS

#### 1. GENERAL INFORMATION

#### 1.1 Purpose

The purpose of this RFO is to procure the services of a project manager to provide project management and implementation support during the design, development, production, and implementation phases of the Practice, Research & Outcomes 0-Five (PRO0F) Quality Data Project. The specific tasks and deliverables associated with this RFO are included in the SOW, Section II, of this document.

First 5 California expects a significant part of the work to be performed on site at the First 5 California facility in Sacramento, California. The selected vendor/contract staff are responsible for any travel costs that may be associated with providing onsite services.

The SOW and the offer will be made a part of the resulting Agreement.

Issuance of this RFO in no way constitutes a commitment by the State of California to award an Agreement. The state reserves the right to reject any or all offers received if the state determines that it is in the state's best interest to do so. The state may reject any offer that is conditional or incomplete. Assumptions made by the Offeror in responding to this RFO do not obligate the state in any way. Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFO will be assessed based on determining the "Best Value" and the selection, if made, will be to a single Offeror.

#### 1.2 Project Background

The objective of the PRO0F Project is to collect descriptive data, outcome data, and data produced through applied social research methods for county and state funded programs.

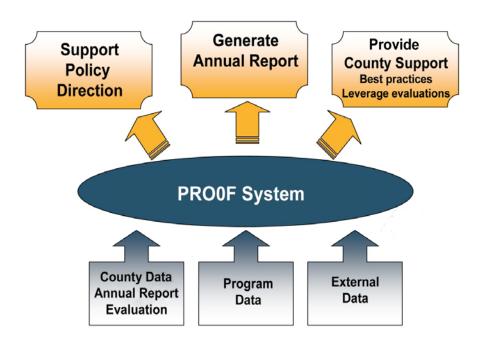
Proposition 10, the California Children and Families Act of 1998 (the Act), established First 5 California, also known as California Children and Families Commission, and 58 county commissions and the act provides funding to these organizations through a tobacco tax. Funding supports early childhood development programs for children and families with children ages 0 to 5.

The Act requires First 5 California to define desirable program results and to collect and analyze data measuring progress toward attaining those results. Specifically, Section 130105 of the *California Health and Safety Code* states that First 5 California must support:

Research and development of best practices and standards for all programs and services relating to early childhood development established pursuant to this Act, and for the assessment and quality evaluation of those programs and services.

## PROOF Business Concept and Project Description

In 2005, First 5 California developed a Statewide Evaluation Framework to support the development, management, and implementation of its research and evaluation agenda. At the center of the framework is the objective to collect descriptive data. outcome data, and data produced through applied social research methods for county and state funded programs. In this effort, First 5 California recognized the need for a new automated system to support statewide policy direction, program and case management, program evaluation, the preparation of its Annual Report, and the dissemination of information (best practices, literature citations, county evaluations). The PRO0F System will be the primary system that supports these core business functions; however, First 5 California recognizes that data also will come into the PRO0F System via a limited number of other methods, including through a county's own established data collection system. The PRO0F System will provide an electronic signature capability that enables entities to submit data electronically for such items as Funding Applications, Annual Report data, and Progress Reports. The PRO0F System will be a resource for not only First 5 California and First 5 county commissions, but also for policymakers and the research community. Collectively, it is envisioned that the PRO0F System will be used to impact policy and programs designed to improve the lives of children 0 to 5. As shown in the figure below, the PRO0F System will include three main types of data.



# County Annual Report and Evaluation Data

Counties will use their own data collection systems or access the PRO0F System to submit data to First 5 California for the purpose of generating its Annual Report. Counties must also provide the state with county evaluations completed throughout the year, as well as planned evaluations.

# Program Data

First 5 California has several programs that provide financial support to achieve specific objectives and outcomes. First 5 California requires participating entities to submit financial, participation and evaluation data to First 5 California. This data will be housed in the PRO0F System. Additionally, several counties will utilize the PRO0F System for case management activities. Case management data for these counties will be saved within the PRO0F System database.

#### External Data

The PRO0F System will serve as a central repository for external data that will include demographic (e.g., ethnic and economic breakdown of children 0 to 5 by county), health, child development, and family support information (e.g., information on all licensed day care facilities in the state by county).

The purpose of including this data in the PRO0F System is to support two outputs central to the Evaluation Framework.

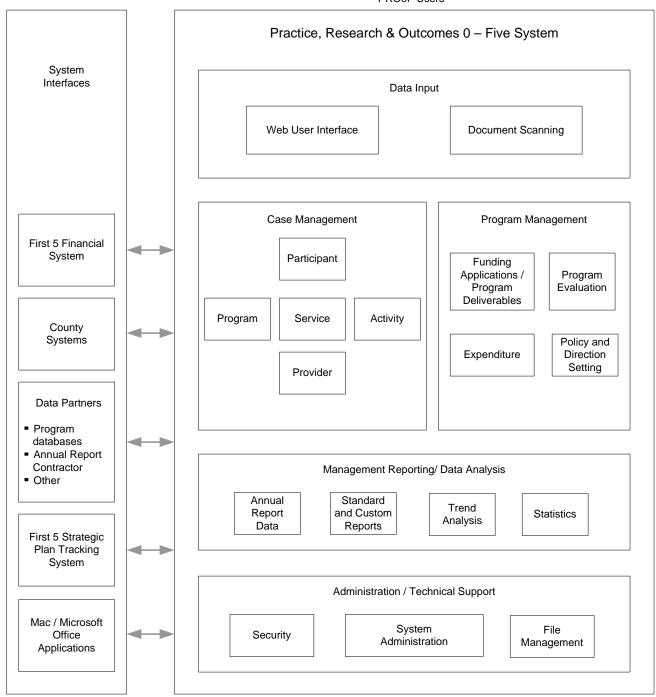
- 1. The PRO0F System will provide information about county and First 5 California programs to support the statutorily mandated Annual Report.
- 2. The PRO0F System will support First 5 California's policy decisions. Sound public policy is based on data that tells a story about how you can and why you should impact a population. Information will be extracted from the PRO0F System to help tell the story of First 5 California successes and support First 5 California's policy direction.

The fully implemented PRO0F System will be a powerful tool that First 5 California can use to impact public policy to better the lives of children 0 to 5 and ensure they start school ready to achieve their greatest potential.

Counties may also use the PRO0F System to support their case management needs at the local level. The PRO0F System will capture and store data that is easy to access and centrally located to serve as a repository of early childhood information. First 5 California expects the PRO0F System to benefit the State and counties by providing an effective and efficient method of capturing, tracking and reporting on its 'signature' programs and 'pilot' projects that are dedicated to improving the lives of California's young children and their families.

The figure on the following page illustrates the business functions that the PRO0F System will support in the proposed environment and the types of information that will be captured by the solution.





**PRO0F System Operational Overview** 

As illustrated in the chart above, the PRO0F System will support the following functions:

# PROOF Project Functionality

At a high level, the project functionality will support the following functions:

**Data Input** – PRO0F System users will add data to the system via a Web user interface, file upload or document scanning. The PRO0F System will provide functionality for system users with the appropriate rights to link uploaded files and scanned documents to the applicable county, program, case, etc. System users will have the ability to view and print these files and documents from within the system, and may replace them as applicable. Should files or scanned documents be replaced the PRO0F System will archive the historical documents as required by First 5 California.

Case Management – Counties that do not have their own systems may use the PRO0F System to track data specific to participants, programs, services, activities and service providers. They will be able to report on a range of information captured in the system, such as identifying participant demographics and the number of participants served by a specific program. Users will have the ability to track participants by various fields, such as by program or by service. The case management component will also capture detailed activity information for reporting purposes. For those counties utilizing the system to capture case management activities, annual report data required by the state should be derivable from data stored in the system database with minimal effort.

**Program Management** – First 5 California will have access to information in the PRO0F System that will allow it to more effectively track and evaluate First 5 programs. Evaluation results will subsequently guide First 5 California's efforts to develop policy and create strategies in order to achieve its long-term vision.

- <u>Funding Applications / Program Deliverables</u>: Entities will submit online funding
  applications to First 5 California for one or more programs. State and
  participating entities will be able to track the status of funding applications and
  contracts. First 5 California also will track and review program deliverables and
  other required reports such as progress reports and application amendments to
  ensure they are compliant with specific conditions.
- Revenue and Expenditure Tracking: Entities will submit program-related revenue
  and expenditure information that will allow First 5 California to evaluate its
  programs and identify the amount of funding that was committed to each
  program objective. The PROOF System will capture revenues and expenditures
  and will monitor matching requirements to help First 5 California monitor whether
  participating entities are meeting the necessary financial obligations to continue
  to receive funding.
- <u>Program Evaluation</u>: First 5 California will specify program goals, capture actual program numbers, and report results. It will evaluate progress toward a program output or outcome. Using both expenditure data and program evaluation data, First 5 California will be able to evaluate the overall impact and return on investment of its programs.

 <u>Policy and Direction Setting</u>: Based on expenditure analyses and program evaluations, First 5 California will be able to identify which programs are attaining or surpassing their goals, and which are not achieving results as anticipated. Using this information, First 5 California may modify its policies and adjust its direction to ensure that its programs contribute to its mission, goals and objectives.

**Management Reporting and Data Analysis** – This component provides PRO0F System users (state, county, service providers, contractors) with a variety of standard and parameter driven reports, trend analysis and statistical data. First 5 California will use PRO0F System data to communicate effectively with governing entities, its stakeholders and the public about its program outcomes and results.

The PRO0F System will provide the ability to easily acquire, format, analyze and publish standardized and consistent information required for the state Annual Report. County commissions will use a limited number of methods, including their own data collection systems and the PRO0F System, to submit annual report information requested by First 5 California. Once county data is received, the PRO0F System will generate the necessary reports that will then enable the Annual Report contractor to draft the Annual Report that is published each January.

**Administration / Technical Support** – This component provides First 5 California staff with data management, data security, and file management of all data and transactions. Included are functions such as user support, data validation, system administration, user authentication, backup and recovery, and archiving.

**System Interfaces** – In addition to receiving data via the Internet, the PRO0F System will also interface with the following systems:

- First 5 California's Financial System for the exchange of program contract allocation, revenue and expenditure information.
- County Systems for counties that use county systems for case management activities, system interaction will be necessary for submission of Annual Report data.
- Microsoft Office Suite used by the state and counties to manipulate data exported from the PRO0F System.
- Statistical Analysis Software (SAS) and Statistical Package for the Social Sciences (SPSS) – data will be exported to these software tools for research and analysis.

The contractor has been selected and contract executed for the PRO0F Project. The project commenced in August 2010. The contractor has provided ExtraView, a Commercial Off the Shelf (COTS) solution. The contractor's proposal can be viewed at <a href="http://www.ccfc.ca.gov/evaluation/reference.asp">http://www.ccfc.ca.gov/evaluation/reference.asp</a>.

First 5 California is the PRO0F Project Sponsor and provides direction and oversight on program, policy, independent verification and validation, and independent project oversight reporting. First 5 California is responsible for the project management,

contract management, and implementation activities of the PRO0F Project. The PRO0F Project organization includes state and consultant staff under the direction of the State Deputy Director of the Results and Evaluation Division. Two separate Contractors, Shooting Star and Business Advantage, Inc. currently perform tasks associated with the ongoing operations of First 5 California's PRO0F Project.

The scope of this Agreement encompasses activities through the full implementation period (through December 2012).

# 1.3 Conflict of Interest and Follow-on Contracts Advisement

All Offerors are reminded that it is their responsibility to ensure compliance with the IT-CMAS Terms and Conditions that apply to Conflict of Interest and Follow-on Contracts before submitting an offer.

#### 2. CONTRACTOR QUESTIONS

Offerors shall notify the First 5 California immediately if clarification is needed regarding the RFO. Offerors shall submit their inquiry in writing and transmit it to First 5 California as instructed below. Offerors that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO shall submit an offer at their own risk.

# 2.1 What to Include in an Inquiry

- 2.1.1 Offeror name, name of firm, telephone number, fax number, e-mail address, and RFO number.
- 2.1.2 A description of the subject or issue in question or discrepancy found.
- 2.1.3 RFO section, page number or other information useful in identifying the specific problem or issue in question.
- 2.1.4 Remedy sought, if any.

# 2.2 Question Submission

First 5 California will accept e-mail or faxed inquiries only. These must be addressed to the First 5 California contact e-mail address or fax number listed on the RFO cover and received no later than the Question Due Date indicated in the RFO. At its discretion, First 5 California may contact an inquirer to seek clarification of any inquiry received.

#### 3. OFFER REQUIREMENTS OVERVIEW

# 3.1 Offer Requirements

Offer requirements are contained in the following areas that are described in detail in subsequent sections of this document:

- Administrative Requirements
- Mandatory Staffing Requirements
- Staff References

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Engagement Methodology

- Costs
- Interviews

To assist Offerors, a checklist of required submission materials is provided in Attachment I–A, Offeror Checklist.

# 3.2 Proprietary Information

Any documentation submitted which has been marked "Confidential" or "Proprietary" will not be accepted. All documents submitted in response to this RFO will become the property of the State of California and are subject to the public records under the California Public Records Act, Government Code 6250 et seq. and subject to review or release to the public.

#### 4. OFFER REQUIREMENTS DETAIL

Offers must contain all information required in this RFO and must conform to the format described.

# 4.1 <u>Administrative Requirements</u>

- 4.1.1 Offerors shall respond to this RFO within the timelines specified on the RFO cover page.
- 4.1.2 Offerors shall submit to the Procurement Contact listed in this RFO:
  - One (1) hard copy marked "Master,"
  - Three (3) additional hard copies, and
  - One (1) electronic copy on a compact disk (CD) or digital video disk (DVD) that contains a complete PDF (portable document format) copy of their Master hard copy offer.
- 4.1.3 Offerors shall ensure their offer includes all applicable attachments as described in Section I, Attachment I-A, Offeror Checklist.
- 4.1.4 Offerors shall include one complete, signed copy of their current IT-CMAS Agreement and all supplements issued by the DGS. The CMAS Agreement must begin with the number 3, (i.e., 3-XX-XX-XXXX) to indicate it is an IT-CMAS Agreement.
- 4.1.5 Offerors shall include a copy of their current federal General Services Administration (GSA) Agreement pricing pages applicable to the Offeror's IT-CMAS or CMAS Attachment C, which includes the personnel classifications, hourly rates, and minimum qualifications.
- 4.1.6 Offerors shall include the Small Business Preference (SB) and/or the Disabled Veteran Business Enterprise Participation Program (DVBE) certifications from the DGS (if applicable).

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- 4.1.7 Offerors shall include a cover letter signed by a person authorized to bind the company.
- 4.1.8 Offerors shall include a copy of their Secretary of State Certification to do business in the State of California.
- 4.1.9 Offerors shall include a Certificate of Liability Insurance equal to or greater than \$1,000,000.
- 4.1.10 Offerors shall include proof of Workers' Compensation Liability Insurance.
- 4.1.11 Offerors shall include a signed Payee Data Record form STD. 204 available at: <a href="https://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>

# 4.2 Mandatory Staffing Qualifications

- 4.2.1 Mandatory Staffing Qualifications
  - 4.2.1.1 Offerors shall complete and submit the Staffing Plan Detail Table clearly showing the hourly rate, IT-CMAS Personnel Classification, and total hours proposed by task for each resource proposed.
    - Requirement described in Section II, Subsection 8, Contractor Personnel
    - Form located in Section II, Attachment II–A, Staffing Plan Detail Table

Offerors shall complete and submit Attachment 1-B, Resource Cross Reference Table that verifies the proposed individual meets each required qualification and provide a contact name and phone number to verify each. The Resource Cross Reference Table must clearly describe the specific experience, how that experience meets the qualification, and clearly indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted. (See example on next page.) If a proposed staff member shows that he/she is working more than one engagement during the same time period, the appropriate full-time equivalent for each engagement (FTE) must be denoted. For example, if a staff member shows two jobs for a six-month period. his/her FTE allocation must be shown as, for example, 0.4 FTE (40 percent) for one job and 0.6 FTE (60 percent) for the second job. No more than one FTE can be ascribed to any specific day or group of days.

- Requirement described in Section II, Subsection 8, Contractor Personnel
- Form located in Section I, Attachment I-C

# **Example of a Cross Reference Table:**

	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
1.	At least two (2) years full time equivalent experience developing blue widgets for an information technology (IT) project over \$2 million.	a. 1/2000 thru 6/2000 b. 7/2000 thru 12/2001	a. From 1/2000 thru 6/2000, Mr. Smith worked for Company ABC on the XYZ IT project. He managed a team of 20 people and was a developer for blue widgets. As a developer for blue widgets, Mr. Smith did  The XYZ IT project was valued at over	a. Jane Doe, Company ABC, Phone Number: (000) 555-555. b. John Doe, Company DEF, Phone Number:
			b. From 7/2000 thru 12/2001, Mr. Smith worked for Company DEF on the QRS IT project, etc.	(111) 666-6666.

4.2.1.2 Offerors shall submit résumés for all proposed staff. Offerors shall ensure résumés *clearly* demonstrate the specific experience and employment time frames required. In the event of a conflict between the information on the résumé and the Resource Cross Reference Table(s), the information contained on the Resource Cross Reference Table(s) takes precedence. All proposed individuals must be assigned specific tasks on the Staffing Plan Detail Table, Section II, Attachment II-A.

# 4.3 Staff References

- 4.3.1 Offerors shall provide three (3) different staff references for each proposed staff person by completing the Staff Reference Forms. Offerors shall complete only Section I of the form. No Contact Name may be used more than once for the three (3) reference forms provided.
- 4.3.2 Staff references must be someone who either managed and/or supervised the proposed individual's work products or who had oversight responsibility for the staff member's performance on that project. The staff references cannot be current employees of the Offeror's own company. References must be able to provide an objective assessment of staff member's performance. (Form located in Section I Attachment I-C, Staff Reference Form).

# 4.4 Engagement Methodology

4.4.1 The engagement methodology will be evaluated based on its alignment with industry standards and best practices for the PRO0F Project components identified in the table below.

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4.4.2 Each element of each requirement listed in the table below should be addressed. The Offeror's response should be provided in the same sequence which the requirements are laid out in the table below. (For example, Bidder in Engagement Methodology #1: bullet 1 addresses the industry standards; bullet 2 addresses the lines of responsibility; and bullet 3 addresses the tools and processes used.)

	Offeror Engagement Methodology					
	Describe the Offeror's approach to project management that includes:					
1.	<ul> <li>Description of industry standards followed with citations.</li> </ul>					
١.	<ul> <li>Lines of responsibility with an organizational chart.</li> </ul>					
	Tools and processes used.					
	Describe the Offeror's approach to implementation that includes:					
2.	<ul> <li>Description of industry standards followed with citations.</li> </ul>					
۷.	Tools and processes used.					
	Prioritization.					
3.	Describe the Offeror's approach to schedule management that includes:					
J.	Tools and processes used.					
	Describe the Offeror's approach to stakeholder management that includes:					
4.	<ul> <li>Identification and escalation of issues and risks.</li> </ul>					
٦.	Communication methodology.					
	Managing stakeholders' expectations.					
	Describe the Offeror's approach to risk management that includes:					
	<ul> <li>Description of industry standards followed with citations.</li> </ul>					
5.	Tools and processes used.					
	Communication methodology.					
	Risk assessment.					
	Mitigation and contingency methodology.					

# 4.5 <u>Cost</u>

- 4.5.1 Offerors shall complete the Cost Table.
  - Form and instructions located in Section I, Attachment I–C

# 4.6 Interviews

Offeror interviews may be conducted for this procurement. First 5 California will consider only offerors that meet all application submission requirements for interviews. Further, only the top 3-5 offerors that submit an application that could offer a Best Value proposal may be considered for an interview. However, if the

results of the interview would not change the determination of Best Value, the state may, at its option, elect not to conduct interviews.

Interview questions may include the following:

- 4.6.1 The Offeror's understanding of the scope of work, emphasizing its understanding of First 5 California's Project objectives and the major activities that must be performed to complete the work, including examples from previous projects that validate the ability to perform the work.
- 4.6.2 The Offeror's activities that will be performed to complete the required work.
- 4.6.3 The Offeror's expectations for project members and stakeholders outside its own team.
- 4.6.4 The Offeror's staff qualifications and abilities.
- 4.6.5 Other questions related to the specifics of the offer.

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# ATTACHMENT I-A

# **Offeror Checklist**

Ensure the following items are included with your offer:

	Item/Requirement	ls Provided
1.	Submitted offer contains one (1) hard copy marked "Master", three (3) additional hard copies, and one (1) complete electronic copy of the "Master" in PDF.	
2.	A copy of Offeror's current IT-CMAS Agreement and all supplements issued by the DGS. The CMAS Agreement number applicable to this project must begin with the number 3, (i.e., 3-XX-XX-XXXX).	
3.	A copy of the Offeror's current federal GSA Agreement pricing pages applicable to the Offeror's IT-CMAS or CMAS Attachment C, which includes personnel classifications, hourly rates, and minimum qualifications.	
4.	A copy of Offeror's current Small Business and/or Disabled Veterans Business Enterprise certifications from the DGS is included, if applicable.	
5.	Cover letter is submitted and signed by a person authorized to contractually bind the Offeror's company.	
6.	A copy of the Secretary of State Certification.	
7.	A copy of the Certificate of Liability Insurance equal to or greater than \$1,000,000.	
8.	Proof of Workers Compensation Liability Insurance.	
9.	Signed Payee Data Record form STD. 204.	
10.	Completed Staffing Plan Detail Table is completed and included on Attachment II–A.	
11.	Completed Resource Cross Reference Table is completed and included on Attachment I-B.	
12.	Proposed staff résumé.	
13.	Subcontractor information is provided, if applicable.	
14.	Three (3) Staff References Forms are supplied on Attachment I–C.  (No contact name may be used more than once within the three (3) references provided.)	
15.	Complete response to Engagement Methodology.	
16.	Costs are reported on Attachment I–D.	

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#### **ATTACHMENT I-B**

#### **Resource Cross Reference Table**

Offeror Name:

must be within the last (10) years.

Offerors shall complete and submit the Resource Cross Reference Table that verifies the proposed individual meets each
required qualification and provide a contact name and phone number to verify each. The Resource Cross Reference Table must
clearly describe the specific experience, how that experience meets the qualification, and clearly indicate the start (month/year),
end (month/year), and duration (total number of years and months) for each job experience submitted. If a proposed staff
member shows that he/she is working more than one engagement during the same time period, the appropriate full-time
equivalent for each engagement (FTE) must be denoted. For example, if a staff member shows two jobs for a six-month period,

his/her FTE allocation must be shown as, for example, 0.4 FTE (40 percent) for one job and 0.6 FTE (60 percent) for the second job. No more than one FTE can be assigned to any specific day or group of days. **All experience represented in this table** 

Proposed Staff Name:

**TOTAL Reference Contact** DURATION **Mandatory Staffing** (Include (Name, Company **Description of Specific Experience Qualifications** month/year Name, and Phone start and Number) end dates) At least five (5) years full-time equivalent (FTE) experience managing IT project design, development, production, and implementation.

_	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
2.	At least five (5) years FTE experience using IT project management practices and principles on system implementation projects, using project management standards (e.g., PMBOK <sup>TM</sup> ) and use of project management tools and techniques to ensure projects are completed on time, within budget, and meet customer and business needs.			
3.	At least five (5) years FTE experience in vendor management, risk management, change management, and project governance experience including support of vendor contract and change control negotiations.			
4.	At least five (3) years of experience in executing communication and transition management plans.			

_	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
5.	At least two (2) years of experience in data conversion and terminating legacy data systems.			
6.	At least two (2) years FTE experience ensuring implementation activities are in compliance with contract terms and conditions.			
7.	At least two (2) years FTE experience reviewing project management documentation.			
8.	At least one (1) year FTE experience providing or overseeing training in information systems.			
9.	Possession of active Project Management Professional certification.			

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#### ATTACHMENT I-C

#### **Staff Reference Form**

Offerors shall provide three (3) different staff references for the proposed staff person by completing the Staff Reference Forms. Offerors shall complete only Section I of the form. No contact name may be used more than once for the three (3) reference forms provided. Staff references must be someone who either managed and/or supervised the proposed individual's work products or who had oversight responsibility for the staff member's performance on that project. The staff references cannot be current employees of the Offeror's own company. References must be able to provide an objective assessment of staff member's performance.

Offeror Name:		
Proposed Staff Name:	-	
Section I. To be completed by the O	fferor.	
A. Name of Reference:		
Title:		
Telephone:		
Email:		
Agency/Company Name:		
Project Name:		
Approximate Project Value:	\$	
Engagement Begin/End Dates:	From:	 To:
If the original Agreement was exten reason(s) for extensions.		
B. Briefly describe the services provide needed.)		is Agreement. (Expand as

#### ATTACHMENT I-D

#### **Cost Table**

For the purposes of the Offeror's response to this RFO, please enter the following line items by state fiscal year (FY) from the Staffing Plan Detail Table (Attachment II-A) and submit as part of the offer:

- Total Agreement Labor Costs
- Total Agreement Travel Costs (Pre-Defined)

# **Core Agreement Term Cost Table**

A avecament Commonants	Cost			Totals		
Agreement Components	F	Y 2011/12	F	Y 2012/13		
Labor Cost	\$		\$		\$	
Travel Cost	\$	5,000	\$	1,000	\$	6,000
Total FY Agreement Costs \$ \$				\$		
Core Agreement Total					\$	

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SECTION II – STATEMENT OF WORK

#### STATEMENT OF WORK

# PRACTICE, RESEARCH & OUTCOMES 0- FIVE (PRO0F) PROJECT IT PROJECT MANAGEMENT SERVICES

This Statement of Work (SOW) reflects the services to be provided by < Contractor Name >, hereinafter referred to as the "Contractor," for First 5 California. This SOW is governed by and incorporates by reference the terms and conditions of the California Multiple Award Schedule (CMAS) referenced above.

The purpose of this Agreement is to procure Information Technology (IT) Project Management services for the design, development, production, and implementation of the Practice, Research & Outcomes 0 - Five (PRO0F) Project for First 5 California.

#### 1. TERM

The term of this Agreement is **November 21, 2011,** or the date the Agreement is awarded to the Contractor, through **September 30, 2012.** 

The Contractor shall not be authorized to deliver or commence performance of services as described in the Agreement until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

#### 2. OPTION TO EXTEND TERM

If the identified deliverables (or services) included in the executed Agreement are not completed within the original period of performance and unspent funds remain in the Agreement, First 5 California may extend the term of the Agreement up to a maximum of 12 months in order to complete the identified tasks at the originally agreed-upon hourly rates ensuring that the total Agreement costs are not exceeded.

#### 3. WORK LOCATION

The Contractor is required to perform significant services under this Agreement on site at the First 5 California Office unless an alternate location is approved by the state contract manager or state-directed travel is required and pre-approved by the state.

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#### 4. COST

The total cost of this Agreement cannot exceed \$150,000.00 without State Commission approval, and is subject to the limitations of the IT-CMAS and includes the following:

# <Offeror Completed Cost Tables Will Be Inserted At Time of Agreement Execution>

The dollars associated with each fiscal year above are approximate and may be redirected between fiscal years upon agreement between the Contractor and the state. No Agreement amendment is necessary.

#### 5. SCOPE OF SERVICES

The objective of the PRO0F Project is to collect descriptive data, outcome data, and data produced through applied social research methods for county and state funded programs.

The purpose of this Statement of Work is to procure the services of a project manager to provide project management and implementation support during the design, development, production, and implementation phases of the Practice, Research & Outcomes 0- Five (PRO0F) Project. The specific tasks and deliverables associated with this RFO are included in the SOW, Section II, Item 6 of this document.

The Contractor will ensure that all affected parties understand their roles and responsibilities for the multiple PRO0F tasks through implementation of the project. The Contractor will also ensure all implementation activities are coordinated and all stakeholder concerns are addressed.

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#### 6. TASKS

During the performance of this contract, the Contractor shall provide the following IT project management services:

- ➤ Task 1 Task Management
- ➤ Task 2 First 5 California PRO0F Implementation Support
- ➤ Task 3 System Readiness
- ➤ Task 4 Project Communications
- ➤ Task 5 Ad hoc Tasks

# 6.1 Task 1 – Task Management

Contractor shall provide all task management services, which include:

- 6.1.1 Prepare and deliver the following management plans for the PRO0F Project:
  - (1) Scope Management Plan
  - (2) Schedule Management Plan
  - (3) Staffing Management Plan
  - (4) Integrated Change Control Plan
  - (5) Cost Management Plan
- 6.1.2 Update the management plans, as required.
- 6.1.3 At the end of the contract, prepare and deliver a Final Report documenting project results.

# 6.2 Task 2 – First 5 California PRO0F Implementation Support

The Contractor shall oversee implementation activities during the design, development, testing, and implementation phases. Specific tasks include but are not limited to:

- 6.2.1 Facilitate state and county commission input in the development of a preliminary implementation schedule.
- 6.2.2 Provide oversight of the prime and support contractors' development, implementation, and task workplans.

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- 6.2.3 Monitor workplan tasks to ensure contractors, state, and county commission progress against project timelines.
- 6.2.4 Coordinate implementation tasks with the state, counties, and the prime/support contractors.
- 6.2.5 Lead/participate in implementation meetings as directed by the First 5 California contract manager with state, contractor, county commission and other stakeholders.
- 6.2.6 Ensure contractor workplans and implementation activities are in compliance with contract terms and conditions, including costs, for the following contracts:
  - Data Collection System Development
  - Independent Verification and Validation and Project Oversight
  - Testing and Business Analysis Support
  - Data Collection Storage and Maintenance
  - Data Collection User Support.
- 6.2.7 Oversee training for trainers for approximately eight webinars or regional county training sessions.
- 6.2.8 Respond to contractor, state, and county implementation questions and assist in resolution of issues.
- 6.2.9 Coordinate the state review of implementation deliverables.
- 6.2.10 Review implementation deliverables and provide recommendations to the First 5 California contract manager to promote and ensure project efficiencies and cost effectiveness.
- 6.2.11 Oversee risk management contract and review/comment on identification, analysis, and mitigation of risks.
- 6.2.12 Oversee all scheduled implementation activities during the design, development, production, implementation for the PRO0F system, including the Help Desk.
- 6.2.13 Review and authorize project change requests.

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# 6.3 Task 3 – System Readiness

- 6.3.1 Brief management prior to scheduled Go/No-Go sessions.
- 6.3.2 Participate in Go/No-Go decision meetings.
- 6.3.3 Document lessons learned from implementation effort.

# 6.4 Task 4 – Project Communications

- 6.4.1 Prepare weekly management briefings on status, accomplishments, issues, risks, and recommended corrective action, consistent with the California Project Management Methodology standards set forth by the California Technology Agency available at: <a href="http://www.cio.ca.gov/Government/IT\_Policy/SIMM\_17/index.html">http://www.cio.ca.gov/Government/IT\_Policy/SIMM\_17/index.html</a>
- 6.4.2 Draft and record key project-related communications and decisions with consultants, project staff, senior managers and representatives of other business areas to successfully develop and implement the PRO0F system.
- 6.4.3 Plan and lead monthly or semi-monthly PRO0F Project Steering Committee meetings with executive management.
- 6.4.4 Develop a task matrix that delegates, facilitates, and directs the work of a variety of work groups.
- 6.4.5 Validate and recommend changes to Project Team roles and responsibilities.
- 6.4.6 Identify and record business and customer needs, issues, and opportunities.
- 6.4.7 Deal with problems that may arise in the project with tact and diplomacy.
- 6.4.8 Conduct regular meetings with team members at intervals necessary for project success.
- 6.4.9 Develop a system to recognize and document project achievements.

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# 6.5 Task 5 – Ad Hoc Tasks

6.5.1 Perform as-needed tasks (such as ad hoc issue reports, briefings, presentations, analyses, and travel, when applicable). The asneeded tasks are estimated to be less than 5 percent of the total effort.

# 7. DELIVERABLES AND DUE DATES

Task Group	Deliverable and Associated Task #	Due Date				
6.1	Task 1 – Task Management					
	6.1.1: Prepare and deliver the following PRO0F Project Plans  • Scope Management	Ten (10) business days after Contractor execution date				
	Schedule Management					
	Staff Management					
	<ul> <li>Integrated Change Control</li> </ul>					
	Cost Management					
	6.1.2: Management Plan Updates	As required				
	6.1.3: Final Status Report	15 calendar days prior to end of Agreement				
6.2	Task 2 – First 5 California PRO0F Implemen	tation Support				
	6.2.10: Deliverable Review	As needed				
6.3	Task 3 – System Readiness					
	6.3.3: Lessons Learned Report	Five (5) business days prior to end of Agreement				
6.4	Task 4 – Project Communications					
	6.4.1: Management Briefings	Weekly				
	6.4.2: Project Decision Documentation	As needed				
6.5	Task 4 – Ad Hoc Tasks					
	6.5.1: As Needed Tasks	As needed				

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#### 8. CONTRACTOR PERSONNEL

The Staffing Plan Detail Table (Attachment II–A), Resource Cross Reference Table (Attachment I–B) and staff résumés submitted with the offer will be used to validate proposed staff experience meeting the Mandatory Staffing Qualifications as listed below. These forms and résumés must clearly demonstrate that the Mandatory Staffing Qualifications described in this Agreement are met. The proposed staff must meet all Mandatory Staffing Qualifications.

# 8.1 Mandatory Staffing Qualifications

The Contractor must offer experienced personnel that meet the Mandatory Staffing Qualifications listed below.

- 8.1.1 At least five (5) years full-time equivalent (FTE) experience managing IT project design, development, production, and implementation.
- 8.1.2 At least five (5) years FTE experience using IT project management practices and principles on system implementation projects, using project management standards (e.g., PMBOK<sup>TM</sup>) and use of project management tools and techniques to ensure projects are completed on time, within budget, and meet customer and business needs.
- 8.1.3 At least five (5) years FTE experience in vendor management, risk management, change management, and project governance experience including support of vendor contract and change control negotiations.
- 8.1.4 At least five (3) years of experience in executing communication and transition management plans.
- 8.1.5 At least two (2) years of experience in data conversion and terminating legacy data systems.
- 8.1.6 At least two (2) years FTE experience ensuring implementation activities are in compliance with contract terms and conditions.
- 8.1.7 At least two (2) years FTE experience reviewing project management documentation.

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- 8.1.8 At least one (1) year FTE experience providing or overseeing training in information systems.
- 8.1.9 Possession of an active Project Management Professional certification.

# 8.2 Personnel and Rates

The individual identified in this SOW will perform the tasks described in this SOW, at the rates indicated in this agreement.

Given the size, scope, and complexity of this project, it is of utmost importance that the individual identified in this SOW has adequate hours to work effectively on this project. The Contractor shall be responsible for monitoring the monthly hours billed to ensure the individual(s) effectively meet the needs of the PRO0F Project. Although the charged time is capped at 160 hours per month, additional hours may be needed to complete the tasks contained in the SOW in a particular month. These additional monthly hours shall be at no charge to the state during the duration of this Contract.

Changes in cost estimates that do not alter the total cost of this SOW will be conveyed to First 5 California via an update to the Project Management Plan. The rationale for the change will be included. The First 5 California Contract Manager must approve any change to the cost estimates in writing.

The identified individual will perform the tasks described in this SOW, at the rates indicated below. The Contractor shall identify its staff by name, labor category, and hourly rate.

#### **Personnel and Labor Rates**

Staff Name	Labor Category	Hourly Rate	SOW Hourly Rate

#### 8.3 Subcontractors

If the Offeror plans to use one or more subcontractors, the Offeror must submit the name(s) of the proposed subcontractor(s), the name of the subcontracting firm, and the firm's contact person and address.

When a subcontractor ultimately performs all of the services that a contractor has agreed to provide and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a

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fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Offerors may not subcontract 100 percent of the tasks of this Offer.

## 8.4 Reassignment of Personnel

The Contractor shall not reassign personnel assigned to the Agreement during the term of the Agreement without prior written approval of the state. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

All substitute personnel shall meet all IT-CMAS requirements and the Mandatory Staffing Qualifications listed in Section II, subsection 8.1. The Contractor shall submit a résumé for the proposed replacement staff, a revised Resource Cross Reference Table and signed and completed "Substitute Contractor Personnel Request Form" for approval by the state. Substitute personnel must be approved in writing prior to substitute personnel beginning work.

Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. The First 5 California and the Contractor shall negotiate the hourly rate of any substitute personnel to the Agreement. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the Agreement.

#### 9. DELIVERY OF DELIVERABLES

#### 9.1 Deliverable Format

Unless explicitly stated otherwise in this SOW, all deliverables shall be provided in a format compatible with First 5 California office standard applications. First 5 California will provide these standards at the time of contract execution.

Hardcopy deliverables shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a First 5 California-designated central repository and remain the sole property of First 5 California. The delivery media shall be compatible with the First 5 California storage devices.

# 9.2 Number of Copies

Two (2) hard copies and one (1) electronic copy of the deliverable are to be submitted with the First 5 California Contractor's Deliverable Transmittal Sheet. Submit all electronic copies of deliverables to the First 5 California Contract Coordinator and all hard copies to:

First 5 California 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833 Attention: CFF 4776 Contract Coordinator

#### 10. PAYMENTS AND INVOICING

Payment for services performed under this Agreement shall be made in accordance with the State of California's Prompt Payment Act (Government Code §927 et seq.).

#### 10.1 Submission of Invoices

All invoices must be submitted in duplicate, approved by the Vendor and include the following:

- Bill To name and address
- Pay To name and address
- Purchase Order Number (CFF 4776)
- Invoice number
- Date of invoice
- Period the invoice covers
- Signatures for the authorized person, both written and printed
- Project name and program name
- Overview page with what is included in the invoice (summary)
- I hereby certify as follows: "That I am duly appointed, qualified and acting officer of the herein named organization; that the within claim is in all respects true, correct, and in accordance with law; and that the services and procedures mentioned herein were actually rendered and products delivered to First 5 California in accordance with the contract and law."

Invoices shall be submitted no more frequently than monthly in arrears to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833

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If the First 5 California Program Manager does not accept the identified task(s)/services in Exhibit A, payment shall be withheld and the Vendor will be notified. The Vendor must take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the First 5 California Program Manager that the Vendor has successfully completed the scheduled work for each task/service before payment is made.

#### 10.2 INVOICE DISPUTE

If an invoice is disputed, the Contactor will be notified within fifteen (15) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, then the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.

#### 10.3 OVERPAYMENT CLAUSE

If it is determined that an overpayment has been made to the Vendor, First 5 California will seek recovery immediately upon discovery of overpayment by (a) written request to the Vendor for a refund of the overpayment amount within thirty (30) calendar days after receipt of notice; or (b) offset subsequent Vendor payments by the amount of the overpayment if Vendor repayment is not received within thirty (30) calendar days from the notice.

#### 10.4 BUDGET CONTINGENCY CLAUSE

- 10.4.1 This Purchase Order is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Purchase Order. In addition, this Purchase Order is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Purchase Order in any manner.
- 10.4.2 Vendor understands and agrees that this Purchase Order is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation

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Code, Section 30131.2, this Purchase Order shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the Vendor, or to furnish any other considerations under this Purchase Order and the Vendor shall not be obligated to perform any provisions of this Purchase Order.

#### 10.5 TRAVEL REIMBURSEMENT

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this agreement at the state rates in accordance with Department of Personnel Administration (DPA) provision, Section 599.619, Reimbursement for Meals and Lodging – Excluded Employees. Travel expenditures must be itemized when submitted, and supported with receipts and expense documentation on State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.

First 5 California will not reimburse out-of-state travel without PRIOR written authorization from the First 5 California Contract manager. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Contractor's failure to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving travel expenses.

DPA travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- <u>http://www.dpa.ca.gov/jobinfo/statetravel.shtm</u> (DPA Travel Provisions)
- <u>http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf</u> (Travel Expense Claim Form)
- <u>http://www.dpa.ca.gov/jobinfo/Short-TermTravel/Excluded.shtm</u>
   (Travel Expense Claim Form Excluded Employees)

#### 11. POINTS OF CONTACT

#### **Contractor Project Representative:**

Name, Title: Address: Phone Number: Fax Number: E-mail address:

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First 5 California Contract Manager:

Name, Title: Vonnie Madigan, Deputy Director, Results and Evaluation

Address: 2389 Gateway Oaks Drive, Suite 260

Sacramento, CA 95833

Phone Number: (916) 263-1151 Fax Number: (916) 263-1360

E-mail address: vmadigan@ccfc.ca.gov

# First 5 California Contract Coordinator:

Name, Title: Peggy Denton, Associate Governmental Program Analyst

Address: 2389 Gateway Oaks Drive, Suite 260

Sacramento, CA 95833

Phone Number: (916) 263-8809 Fax Number: (916) 263-1360

E-mail address: pdenton@ccfc.ca.gov

#### 12. FIRST 5 CALIFORNIA FURNISHED ITEMS

The following items shall be provided by First 5 California to support this effort:

- Office space for the duration of the Agreement, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, and technical support for adding Contractor-owned software required for completion of this SOW.
- Project materials necessary to complete the services identified in the SOW.

All policies and procedures regarding access to and the use of the state facilities are applicable.

# 13. RESPONSIBILITIES OF PARTIES

The following section describes specific responsibilities of the Contractor and First 5 California.

#### 13.1 Contractor Responsibilities

- 13.1.1 The Contractor shall comply with all applicable First 5 California policies, procedures and templates provided by First 5 California.
- 13.1.2 All vendor-owned or managed laptops used for the project shall be encrypted using a commercial third-party encryption software. The

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encryption software shall meet the National Institute of Standards and Technology Advanced Encryption Standard.

- 13.1.3 If vendor use of removable media storage devices (i.e. Universal Serial Bus thumb drives, floppies, CD/DVD, etc.) is allowed by the Project Director, all electronic files stored on the removable media storage device used to store First 5 California information shall be encrypted using a commercial third-party encryption software. The encryption software shall meet the National Institute of Standards and Technology Advanced Encryption Standard. Information stored on approved removable storage devices shall not be copied to any unencrypted computer (i.e., desktop or laptop).
- 13.1.4 All work products and deliverables shall be stored on the First 5 California local area network (LAN) storage devices at all times. The most current version of all work products and deliverables must be continuously available for state review at all times.
- 13.1.5 The Contractor shall designate a Project Representative to whom all project communications are addressed and who has the authority to act on all aspects of the services. This person will review the Agreement and associated Agreement documents with the First 5 California contract manager or their designee to ensure understanding of the responsibilities of both parties.
- 13.1.6 The Contractor shall assign a Project Manager responsible for the overall technical effort. This may be the same individual designated in 13.1.5.
- 13.1.7 The Contractor shall comply with all applicable First 5 California policies and procedures, including, but not limited to, the First 5 California Office guidelines.
- 13.1.8 Prior to expiration of the Agreement, the Contractor shall return all First 5 California property, including security access key(s).
- 13.1.9 The Contractor shall provide cellular telephones and pagers for Contractor staff, where applicable.

# 13.2 First 5 California Responsibilities

13.2.1 The First 5 California contract manager shall designate a person to whom all Contractor communications will be addressed and who has the authority to act on all aspects of the services. This person will review the Agreement and associated documents with the

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Contractor to ensure understanding of the responsibilities of both parties.

- 13.2.2 First 5 California shall provide information regarding its business structure as required by the Contractor to provide the services under this Agreement. First 5 California will provide information as required by the Contractor to perform its responsibilities, including previous assessments, and schedule the availability of First 5 California staff and stakeholders for interviews as required by the Contractor.
- 13.2.3 First 5 California will provide timely review and approval of the Contractor's information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Agreement.
- 13.2.4 First 5 California personnel, other Contractor staff, and other sub-Contractor staff, within the scope of this project, will be available for interviews by the Contractor's staff assigned to this Agreement.

#### 14. AGREEMENT PERFORMANCE

First 5 California shall be the final judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement and associated IT-CMAS Agreement. Should the work performed or the products produced by the Contractor be deemed unacceptable by First 5 California, the following resolution process shall be employed except as superseded by other binding processes:

- First 5 California shall notify the Contractor in writing, within 15 business days after receipt of a deliverable or after completion of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- The Contractor shall, within five (5) business days after initial problem notification, respond to the First 5 California by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the First 5 California initial problem notification within the required time limits may result in immediate Agreement termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

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First 5 California, within five (5) business days after receipt of the Contractor-detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Agreement termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate Agreement termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

#### 15. CONTRACTOR PARAMETERS

First 5 California shall not reimburse for any expenses incurred by the Contractor outside the approved SOW and in accordance with this agreement.

The Contractor shall provide the services described in the Agreement, at a minimum during normal state business hours (8 a.m. to 5 p.m. Monday through Friday), with the exception of state holidays, and at all other times as required to successfully provide the IT services described by the Agreement.

First 5 California may terminate the Agreement by providing 30 days written notice to the Contractor. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

# 16. CONFIDENTIALTY AND NON-DEBARMENT

In addition to the terms and conditions of the IT-CMAS Agreement pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by First 5 California to successfully provide the services described in the Agreement.

#### 17. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to First 5 California's attention. Problems or issues shall normally be reported in regular

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status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the First 5 California contract manager in charge shall determine the level of severity, and notify the appropriate First 5 California personnel. The First 5 California personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. First 5 California personnel include, but are not limited to, the following:

- First level, the First 5 California Contract Manager
- Second level, the First 5 California Chief Deputy Director

#### 18. SUBCONTRACTORS

The Contractor may, with the approval of the First 5 California contract manager, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such First 5 California approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all subcontractors. First 5 California reserves the right to reject or refuse admission to any subcontractor personnel whose workmanship, in the reasonable judgment of First 5 California, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to First 5 California for any breach in performance of the Contractor's duties.

The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the Agreement and associated CMAS shall include a provision that the subcontractor shall abide by the terms and conditions of the Agreement and associated CMAS, as well as all other applicable federal and state laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless First 5 California to the same extent as provided in the CMAS. Any Agreement between the Contractor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Contractor.

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#### ATTACHMENT II-A

# **Staffing Plan Detail Table**

staffing Plan Detail Table listing pro	posed staff for all tasks	. Expand the table as neede	d. These table

Complete the Staffing Plan Detail Table listing proposed staff for all tasks. Expand the table as needed. These tables are used to determine the labor cost of the Agreement and when substituting personnel only. Total costs of each task will be dictated through the course of the Agreement by the most current and approved Task Accomplishment Plan.

Core Agreement Term Staffing Plan Detail Table								
Task	Proposed Staff Name	Sub- contractor Y/N	IT-CMAS Personnel Classification	Hourly Rate	Number of Hours		Total Task Cost (Add all Extended Cost FY Totals by Task)	
					FY 11/12	FY 12/13		
1								
2								
3								
4								
5								
Core Agreement Term Labor Category Total								

Vendor shall provide a clear, legible rate in the space provided above. Failure to provide the required rate or indicate "no charge" may be cause for rejection of your offer. **Hourly rate is inclusive of all staff costs, including benefits**.

Vendor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt =	%
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Offeror Name:

<sup>\*</sup>The percent of discount (highest discount prevails) may be used in the event of tie offers.